

**COUNTY OF MONTEREY**

Amendment #1 to Agreement #5010-296  
Central Coast Center for Independent Living (CCCIL)

**This Amendment #1** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Central Coast Center for Independent Living (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement to provide housing stabilization and navigation services for individuals aged 60 or older and persons with disabilities, who are alleged victims of abuse, neglect, or self-neglect and at risk of homeless or experiencing homelessness for the period of May 10, 2023 to June 30, 2025 for a contract total of \$1,000,919 (hereinafter “Original Agreement”).

**WHEREAS**, the parties wish to amend the Agreement via Amendment #1 to **move \$144,726.73** of unspent funds from FY 2022-23 and FY 2023-24 budgets to FY 2024-25 budget, and revised scope of work **adding a second** Housing Specialist Case Manager position to provide Home Safe services, with no changes to the contract total and contract term.

**AGREEMENT**

**Now Therefore**, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION” is hereby amended as follows:** “The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.”
2. **Exhibit AA** replaces Exhibit A reflects the **addition of a second** Housing Specialist Case Manager position to provide Home Safe services.
3. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA and Exhibit CC**.
4. **Exhibit CC** replaces Exhibit C reflects the **move of \$144,726.73** of unspent funds from the FY 2022-23 budget of \$71,933 and the FY 2023-24 budget of \$72,793.73 to the FY 2024-25 budget with no change to the contract total.
5. **Exhibit DD-3** replaces Exhibit D-3 reflects the revised invoice reflecting the **move of the \$144,726.73** and the new budget amount.
6. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment #1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

Signed by:  
By: Roderick W. Franks  
D7207D0F7A1467E Roderick W. Franks  
DSS Director

Date: 1/10/2025 | 4:56 PM PST

**CONTRACTOR:**

Central Coast Center for Independent Living

DocuSigned by:  
By: Judy Cabrera  
02A66348104663 Judy Cabrera  
Chair, President, Vice-President

Judith Cabrera  
(Print Name & Title)

Date: 1/8/2025 | 8:18 AM PST

DocuSigned by:  
By: Wesley Haye  
902BA4545454 Wesley Haye  
Secretary, CFO, Treasurer

wesley Haye  
(Print Name and Title)

Date: 1/10/2025 | 2:00 PM PST

**Approved as to Form:**

DocuSigned by:  
Anne Brenton  
Anne Brenton  
Deputy County Counsel

Date: 1/10/2025 | 3:23 PM PST

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Jennifer Forsyth  
Jennifer Forsyth  
Auditor-Controller's Office

Date: 1/10/2025 | 4:41 PM PST

**CENTRAL COAST CENTER FOR INDEPENDENT LIVING**

*May 10, 2023 - June 30, 2025*

**HOME SAFE**

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

- A. TOTAL FUNDING \$1,000,919
- B. CONTRACT TERM May 10, 2023 – June 30, 2025
- C. CONTACT INFORMATION

Fiscal Contact: Judy Cabrera  
 Executive Director  
 318 Cayuga St., Suite 208  
 Salinas, CA 93901  
 Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)

Program Contact Judy Cabrera  
 Executive Director  
 318 Cayuga St., Suite 208  
 Salinas, CA 93901  
 Phone: (831) 757-2968 ext. 17 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)

County Contract Manager: Travis Beye, Management Analyst  
 Department of Social Services  
 730 La Guardia Street  
 Salinas, CA 93905  
 (831) 883-7584 Fax: (831) 883-7563  
[beyet@countyofmonterey.gov](mailto:beyet@countyofmonterey.gov)

Location of Services Central Coast Center for Independent Living  
 318 Cayuga St., Ste. 208, Salinas, CA 93901  
 Phone (831) 757-2968 Fax (831) 757-5549

**D. PURPOSE**

The purpose of this agreement is to provide administrative, programmatic and direct financial assistance funding to CONTRACTOR to provide housing support services in accordance with Housing First principles to assist elders (age 60 or older) and dependent adults with disabilities who are alleged victims of abuse, neglect, self-neglect, or exploitation and at risk of or experiencing homelessness to stay safely in their homes, prevent homelessness and eviction, and address other housing-related needs for Home Safe clients referred to CONTRACTOR by COUNTY Department of Social Services (DSS) Adult Protective Services (APS), hereinafter “COUNTY”.

- D1. Home Safe housing stabilization services could include paying for current and back rent, mortgage payments, property taxes and insurance, and housing repairs to avoid the home being deemed unsafe to occupy by code enforcement, and assistance

navigating legal issues related to housing such as evictions, foreclosures, property taxes, etc.

- D2. Home Safe housing navigation services could, if needed, include assistance with housing search and placement in situations where it is not safe or feasible for the client to remain in their current location or the client is experiencing homelessness.
- D3. On a case-by-case basis, Home Safe housing navigation services could also include paying the costs of temporary placements in hotels or other shelters, including for clients experiencing homelessness, after all other resources, including referrals to the Continuum of Care (CoC) for long-term housing support, have been exhausted.

#### E. TARGET POPULATION

The Monterey County Adult Protective Services (APS) Home Safe Program provides case management and housing support services to elders and dependent adults of diverse races, ethnicities, sexual orientations, gender identities, backgrounds, etc., in Monterey County receiving APS services and/or elders and dependent adults who have been reported to Monterey County APS to be alleged victims of abuse, neglect, exploitation, or self-neglect and who are experiencing housing instability, risk of homelessness, or homelessness.

- E1. Elder is defined as any person 60 years of age or older.
- E2. Dependent adult is defined as:
  - a. Any person between 18 and 59 years of age, inclusive, who has a combination of a disability and the inability to protect their own interest, or who has the inability to carry out normal activities to protect their rights, including, but not limited to, persons who have physical or developmental disabilities, or whose physical and mental abilities have diminished because of age.
  - b. Any person between 18 and 59 years of age, inclusive, who is admitted as an inpatient to a 24-hour facility.

#### F. PROGRAM DESIGN

CONTRACTOR shall provide staff and services to perform intake, housing stabilization, housing navigation, housing assessments, housing search, placement, and direct financial assistance for up to 50 eligible Home Safe clients annually, in accordance with Housing First principles, with a primary focus on services to prevent homelessness and eviction.

- F1. As noted in CDSS ACWDL dated October 15, 2021, "WIC Section 8256 requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in ACL 19-114.
- F2. "Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of 'housing readiness.'"

CONTRACTOR shall provide at a minimum one full-time Housing Specialist Case Manager to provide Home Safe services.

COUNTY shall provide staff and ongoing APS case management services for Home Safe

clients to address other needs outside of housing and homelessness prevention, and coordination of Home Safe services with CONTRACTOR.

#### G. PERFORMANCE GOALS

- G1. Provide housing stabilization services and housing navigation services to support at least 35 clients per year to maintain their current housing or to be placed in permanent housing.
- G2. 75% of all referred clients are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the client referral from COUNTY.
- G3. 75% of all clients who are at risk of homelessness who attend and successfully complete the intake and assessment and fully participate in program services will maintain their current housing for at least 180 days from the date of their intake and assessment appointment.
- G4. 50% of all clients experiencing homelessness who attend and successfully complete the intake and assessment and fully participate in program services are placed in safe, clean, and affordable permanent housing within 90 days of their intake and assessment appointment.
- G5. 80% of all Home Safe clients will maintain their housing for at least one year following the closure of their Home Safe case.

#### H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

##### H.1. Administration

- a. Provide programmatic oversight of the CONTRACTOR responsibilities under this Agreement.
- b. Monitor the program through established processes, in compliance with applicable city, county, state, and federal regulations, and in accordance with Housing First principles.
- c. Hold regularly scheduled Multi-Disciplinary Team (MDT) meetings, no less than monthly, with internal program staff and COUNTY Home Safe staff to review active cases and ensure adequate program operations.
- d. Participate in Home Safe trainings/meetings required by CDSS.
- e. Respond to deficiencies in meeting any service requirements within five (5) business days of the deficiency being identified through contract monitoring or reported by COUNTY Contract Monitor.
  - i. Identification and response shall be captured in written communication.
  - ii. Corrective actions shall be agreed upon by both parties.
  - iii. Corrective actions shall be implemented as soon as deemed possible by both parties.
- f. Ensure appropriate staffing to support the administration of and delivery of services to be provided.
- g. Ensure replacement staffing is available to continue the uninterrupted provision of services in the event of staffing vacancies related to sickness, absence, or staffing changes.

- h. Ensure confidentiality of client records, including confidentiality of Home Safe participants within the agency on a need-to-know basis to protect the confidentiality of APS clients as required by state statutes.
- i. Participate in monthly meetings of the local Continuum of Care (CoC) to:
  - i. Build collaborative working relationships and improve coordination of services and referrals with other community partner agencies providing housing support and homeless services as appropriate to meet client needs.
  - ii. Ensure that other available CoC and community resources have been exhausted prior to implementing Home Safe services.
  - iii. Promote awareness of Home Safe services within the local CoC.

## H.2 Tracking and Reporting

- a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS as required.
- b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10<sup>th</sup> day of the month following the month in which services were performed.
- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
- d. Provide COUNTY access to Home Safe client data collected within the Homeless Information Management System.
- e. Maintain an ongoing and accurate secure program database that includes at minimum: Client Last Name; Client First Name; Housing Program; Date of Referral; Program Start Date; Program End Date; Date(s) and Amount(s) of Financial Assistance; Final Outcome; Services and/or Referrals Provided; Comments; Monthly Progress Updates; and Six (6) and Twelve (12) Month Follow-Ups after closure.
- f. Maintain client records in the local Homeless Management Information System (HMIS) according to standards established by the local Continuum of Care (CoC).
- g. Maintain client records in the Statio database, including, but not limited to, client information, the Home Safe Tool, interventions/services, financial assistance, contacts, document scans, the HS Six (6) and Twelve (12) Month Follow-Up Assessments, and/or other information relevant to the Home Safe case or required/requested by COUNTY.
- h. Track Home Safe staff time and associated personnel and other expenses providing Housing Navigation/Stabilization services to individual clients and document that time/expenses as interventions in Statio client records.
- i. Track all housing related financial assistance, services, and associated costs, including specific amounts spent per individual client, and document those as interventions in Statio client records.
- j. Provide a monthly electronic copy of the data report to the COUNTY Contract Monitor by the 10<sup>th</sup> day of the month following the month in which services were performed using secure email.
- k. Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.

## H.3 Intake and Assessment

- a. Accept client referrals provided by COUNTY and respond within three (3) business days using secure email, confirming receipt of the referral, Housing Specialist assigned, and the date the client is scheduled to attend an intake and assessment or information that an attempt to reach the client has been made.

- b. Inform COUNTY of missed appointments and provide updated appointment dates as soon as information is available.
- c. Barring the client's unavailability, schedule newly referred clients to attend a comprehensive intake and assessment within five (5) days of receiving a client referral from COUNTY.
- d. Provide emergency intake and assessments, as requested by COUNTY, to serve clients that require immediate temporary shelter and are "literally homeless", where failure to provide immediate temporary shelter may result in safety concerns.
- e. Emergency intake and assessments shall be provided on the same day of receiving a request from COUNTY, or as soon as possible thereafter, barring the client's unavailability.
- f. Develop, maintain, and provide program participant rules and expectations to each referred client during the comprehensive intake and assessment process.
- g. Ensure that each comprehensive intake and assessment includes, but is not limited to:
  - i. A formal contact (in person, phone call, email, or letter) with the client to schedule and confirm the intake and assessment within two (2) business days of receiving the referral from COUNTY.
  - ii. The formal contact shall include a list of verification items the client is required to bring to their intake and assessment appointment.
  - iii. Completion of an authorization for release of information to share information with COUNTY, landlord(s), and other individuals, businesses, and/or agencies helpful to maintain client's housing or to place client into alternative, temporary, or permanent housing as needed.
  - iv. One (1) additional formal contact (in person, phone call, email or letter) to remind the client about the appointment and the verification items required.
  - v. A friendly greeting and welcome to CONTRACTOR's services at the beginning of the appointment, and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the comprehensive intake and assessment.
  - vi. Verbal and written instructions for completion of CONTRACTOR'S program application materials.
  - vii. Delivery and discussion of the program participant rules and expectations.
  - viii. Discussion of confidentiality, that participation in Home Safe is voluntary, and client's (or their authorized representative's) consent to participate in the program,
  - ix. Obtaining of client's (or their authorized representative's) written consent to release information to specific parties, including Adult Protective Services, as necessary to provide and coordinate program services.
  - x. Completion of the Homeless Management Information System (HMIS) Standard Intake Form and entry of the information into HMIS for further evaluation and connection to additional services.
  - xi. A thorough assessment to determine the household size and housing needs to include, but not limited to: housing size; number of bedrooms required; number of bathrooms required; living space required; food preparation space required; and any additional special circumstances

- (disabilities, dependencies, or special requirements the client or household may have, such as home equipment needs, etc.).
- xii. A thorough assessment of client's current living situation (for homelessness prevention clients) to determine if it is meeting their housing needs as assessed above.
  - xiii. A thorough financial assessment, to include a comparison of all available household income and expenses.
  - xiv. Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage clients to pay for as much of their own housing as possible.
  - xv. Development of a thorough housing plan, to include: actions to be taken to prevent eviction/homelessness; where temporary shelter will be obtained if required; resources for housing search (if applicable); short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours; and permanent housing placement (if applicable)
  - xvi. If it is determined necessary for client's housing goals, completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program and other subsidized housing options.
  - xvii. For clients who require rapid rehousing or alternative housing options to sustain permanent housing, discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live. The discussion shall include access to and availability of basic services, employment and activity needs of adults, and general public safety concerns for the areas.
  - xviii. Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program clients, and have housing that the client both desires and can afford. CONTRACTOR will assist clients with housing search and provide warm hand-offs as needed/requested by client.
  - xix. A discussion accompanied with written instructions detailing when the client's next appointment with CONTRACTOR will be, what the client is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR's agency the client can contact if they need assistance.
  - xx. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize financial assistance to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.
  - xxi. Inform clients/authorized representatives that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client/authorized representative to participate in their housing plan to the extent they are able to.

#### H.4 Housing Stabilization Services

- a. Home Safe housing stabilization services may include paying for current and back rent, mortgage payments, property taxes and insurance, housing repairs to avoid

the home being deemed unsafe to occupy by code enforcement, and assistance navigating local issues related to housing such as evictions, foreclosures, and property taxes.

- b. Determine reason(s) client is facing eviction or risk of homelessness and identify areas that can be addressed to prevent client's eviction or loss of current housing.
- c. Ensure that client's current housing meets minimum state and federal housing regulations or will meet standards upon completion of planned services.
- d. With client/client's authorized representative's consent, act as a liaison/advocate on behalf of clients who have been referred to, and attended, intake and assessment with client's landlord, financial institution, and/or other relevant party to address and remove barriers to client maintaining current housing.
- e. Provide coordination services between clients and landlords and establish trust and confidence between the landlord, the client, and CONTRACTOR. This includes providing the landlords with information about CONTRACTOR's services.
- f. Coordinate with COUNTY Home Safe staff to refer and connect client, via a warm hand-off, with existing housing stabilization/homelessness prevention programs and other social service programs that can support client in maintaining current housing. These include but are not limited to:
  - i. Rent and utility assistance.
  - ii. Free/subsidized home repair/weatherization services.
  - iii. Free/subsidized home cleaning and personal care services such as In-Home Supportive Services.
  - iv. Free/subsidized financial or legal services, such as Legal Services for Seniors or California Rural Legal Assistance, to address evictions, credit repair, or other legal/financial issues creating a barrier to maintaining current housing.
- g. If CONTRACTOR determines existing housing support/homelessness prevention programs and/or other social services programs are not sufficient to fully meet client's needs/prevent homelessness, and that client or client's household will be able to maintain current housing on an ongoing basis by CONTRACTOR providing direct financial assistance to partially or fully pay rental arrears or other financial arrears/costs and/or addressing other housing-related factors, such as housing safety concerns, CONTRACTOR will use direct financial assistance funds to pay for costs/services including, but not limited to:
  - i. Rental or mortgage arrears.
  - ii. Utility arrears.
  - iii. Partial, time-limited rent/mortgage payments and/or utility payments.
  - iv. Home repairs/renovations/weatherization by a licensed plumber, electrician, or other licensed home repair provider.
  - v. Purchase/replacement/repair of HVAC system or components.
  - vi. Installation of ramps, grab bars, lifts, and/or other home safety equipment (with written recommendation/approval from client's physician, physical therapist, or other licensed medical professional) by a licensed installation/home repair provider.
  - vii. Licensed home or disaster cleaning services.
  - viii. Licensed private home/personal care services.
  - ix. Paid financial or legal services to address evictions, credit repair, or other legal/financial issues creating a barrier to maintaining current housing.
  - x. Purchase of basic furniture and/or appliances (beds, refrigerator, oven, or microwave).
  - xi. Purchase of basic household supplies (dishes, silverware, cookware, cleaning supplies, etc.)

- h. Develop and maintain a list of licensed providers of relevant services and strive to choose the most affordable option that can provide the required services in the required period of time to prevent eviction/homelessness.
- i. If client is unable to maintain their current housing based on unsustainable costs or other factors, assist the client with alternative temporary/permanent housing placement.
- j. Ensure that necessary housing financial assistance costs/services are paid for continually and consecutively, as needed or required, on a month-to-month basis.
  - i. Direct financial assistance expenses that would exceed a cumulative total of \$6,000 for one client/household must be submitted to COUNTY for approval prior to arranging for and paying the expenses that would exceed \$6,000.
  - ii. Direct financial assistance exceeding a cumulative total of \$6,000 for one client/household may be approved by the COUNTY on a case-by-case basis based on level of need and budgetary considerations.
  - iii. Direct financial assistance shall be discontinued when it is determined that the client can afford full monthly permanent housing and utility costs, the client's case is closed, or within three (3) months, whichever occurs first.
  - iv. A month-to-month extension of direct financial assistance payments may be provided beyond three (3) months, on a case-by-case basis, only if approved by COUNTY.
- k. Record and report, in the provider's secure program database, each client's intake and assessment date; service referrals and dates referred; records of direct financial assistance payments including dates, amounts, recipients and services provided; address; and the projected date for which direct financial assistance payments are expected to end.
- l. Inform COUNTY of cases being recommended for closure of eviction/homelessness prevention services by clearly documenting the reasons for closure in the services database and sending relevant information in writing, including the reason for closure, client's housing status, and ongoing supports in place to the COUNTY Program Contact using secure e-mail at least seven (7) days prior to the proposed closure date. COUNTY will review and approve of all closures within three (3) business days or approve extension of services for client on a case-by-case basis.
- m. Ensure that clients not participating in program services are provided a minimum of three (3) opportunities to comply before their case is recommended for closure.

#### H.5 Housing Navigation Services

- a. Home Safe housing navigation services may include assistance with housing search and placement in situations where it is not safe or feasible for the client to remain in their current location, or when the client is experiencing homelessness.
- b. On a case-by-case basis, Home Safe housing navigation services may also include the costs of temporary placements in hotels or other shelters, including for clients experiencing homelessness, after all other resources including referrals to the Continuum of Care (CoC) for housing support, have been exhausted.
- c. Refer and connect clients, via a warm hand-off whenever possible and agreed to by client, to all available temporary shelters, rapid rehousing, transitional housing, permanent supportive housing, and other housing support programs and resources, including referrals to the Continuum of Care (CoC) for long-term housing supports.
- d. After all other available housing support programs have been exhausted, reserve, pay for, and place clients experiencing or at imminent risk of homelessness who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable temporary shelter the same day that the client attends

the compressive intake and assessment appointment or as soon as possible thereafter.

- i. The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by COUNTY.
  - ii. The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.
  - iii. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.
  - iv. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client's case is closed, or after one (1) month, whichever occurs first.
  - v. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by COUNTY.
- e. Identify, pay for, and place clients who have been referred to, and attended, intake and assessment and have complied with program rules and expectations and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing, within ninety (90) days of completing the intake and assessment appointment.
- f. Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by COUNTY.
- g. Ensure that permanent housing, and additional fees and costs such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven, microwave, etc.), and security deposits are secured and paid for continually and consecutively, as required, on a month-to-month basis.
- h. Permanent housing assistance shall be discontinued when it is determined that the client can afford full monthly permanent housing and utility costs, the client's case is closed, or within three (3) months, whichever occurs first.
- i. A month-to-month extension of permanent housing payments may be provided beyond three (3) months, on a case-by-case basis, only if approved by COUNTY.
- i. Record and report, in the service provider's secure program database, each client's intake and assessment date; temporary subsidized shelter start and end dates; permanent subsidized housing placement date; address; monthly rent amount; number of prior months of permanent housing payments issued; and the projected date for which permanent housing payments are expected to end.
- j. Serve as each referred client's permanent housing advocate and provide coordination services between clients and current and prospective permanent housing landlords. This includes providing the landlords with information about CONTRACTOR's services.
- k. Establish trust and confidence between the landlord, the client, and CONTRACTOR. This includes:
- i. Identification of available housing that meets the client's basic housing needs.
  - ii. Obtaining and assisting the client with completing housing application forms and fees
  - iii. Assistance with submission of housing applications
  - iv. Communication with landlords regarding the application and CONTRACTOR's service.
  - v. Conducting a thorough housing inspection with the client to ensure permanent housing is clean, safe, affordable and in a location acceptable to the client.

- vi. Processing and issuance of approved monthly permanent housing payments.
- vii. Reporting of all client housing issues and concerns to COUNTY.
- l. Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income households. These include but are not limited to the Housing Authority Housing Choice Voucher program and other subsidized housing and/or permanent supportive housing providers.
- m. Connect referred clients to these landlords, service providers, and programs by providing a warm handoff via in-person introductions or three-way phone conversations between CONTRACTOR, the client, and the service provider(s) identified.
- n. Identify, develop, and maintain an accurate list of at least five (5) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to five (5) referred clients/households.
- o. Update the housing list monthly. New listings shall be added to replace listings that are removed or no longer available.
  - i. The listings shall include subsidized housing sites accessible to clients living throughout Monterey County (including but not limited to South County, North County, the greater Salinas area, and the Monterey Peninsula).
- p. Develop and maintain sufficient subsidized housing sites to ensure each client experiencing homelessness is placed within 90 days of completing the intake and assessment.
- q. Ensure that new subsidized housing sites are added to the list as needed, to satisfy the number of referrals and time requirements outlined in this Scope of Services.
- r. Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to, providing each landlord/site contact with training on the program in regard to:
  - i. Subsidized payment agreements
  - ii. The client's housing plan
  - iii. How subsidized payments are approved
  - iv. CONTRACTOR'S expectations for the client and landlord/site contact
  - v. The requirement for landlord/site contacts to report timely any issues related to the client that may result in eviction or termination of a subsidized permanent housing arrangement.
- s. Respond to landlord/site contact inquiries within forty-eight (48) hours.
- t. Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list, to ensure listed housing is still available, and landlord/site contact are ready to receive referred clients for placement.
- u. Inform COUNTY of cases being recommended for closure of housing navigation services by clearly documenting the reasons for closure in the services database and sending relevant information in writing to COUNTY Program Contact, using secure e-mail, at least seven (7) days prior to the proposed closure date. Required information includes the reason for closure, the client's housing status, and ongoing supports in place. COUNTY will review and approve of all closures within three (3) business days or approve extension of services for client on a case-by-case basis.
- v. Ensure that clients not participating in program services are provided a minimum of three (3) opportunities to comply before their case is recommended for closure.

## H.6 Housing Status Follow-Up

- a. Conduct follow-up assessments of the housing status of all former Home Safe clients at six (6) and twelve (12) months after the date of case closure.
- b. Verify housing status of former Home Safe clients, if possible, in at least one (1) of the following ways:
  - i. Direct contact with former client or their authorized representative (phone, in-person, mail, etc.); or
  - ii. HMIS records review.
- c. Document verification of housing status of each former Home Safe client, or inability to verify housing status, in the HS Six Month Follow-Up Assessment and HS Twelve Month Follow-Up Assessment respectively in Statio.

#### H.7 Program Staff

- a. Supervisor/Manager (or similar job title)
  - i. One (1) Housing Program Supervisor/Manager at up to .25 FTE to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Scope of Services.
  - ii. The Supervisor/Manager shall be the primary point of contact for regular programmatic service information and shall communicate regularly with COUNTY Analysts and COUNTY Home Safe staff.
  - iii. The Supervisor/Manager shall be trained and qualified to carry out the role and responsibility of the Housing Specialist should additional program support be needed in that position.
- b. Housing Specialist (or similar job title)
  - i. **Up to two (2) Housing Specialists, one at 1.0 FTE and the other at up to 0.8 FTE**, for housing stabilization and navigation services detailed in this Scope of Services.
  - ii. The Housing Specialist shall ensure a complete intake and assessment is provided to each client referred by COUNTY per Section H.3. Intake and Assessment.
  - iii. Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
    1. COUNTY may prioritize a referral as an emergency that supersedes providing program services to other clients referred by COUNTY.
    2. If unable to provide same-day intake and assessment for an emergency referral, ensure the Supervisor/Manager contacts COUNTY to discuss the limitation(s) and reason(s). The Housing Specialist completes the intake and assessment as soon as possible thereafter.
  - iv. Identify and obtain subsidized temporary shelter for clients experiencing homelessness the same day as the client attends and completes the intake and assessment, or as soon as possible if the client is in agreement.
  - v. Identify and secure permanent housing for clients experiencing homelessness within ninety (90) days of completing the intake and assessment, provided the client is in compliance with the program housing plan.
  - vi. Ensure temporary and permanent housing arrangements are made.
  - vii. Provide basic housing search skills training and support to each COUNTY referred client experiencing homelessness assigned to them, and guide/assist with the client's housing search process as needed.
  - viii. Work with each client to identify and address potential barriers to stable housing.

- ix. Ensure a current and accurate subsidized housing list is developed and maintained.
- x. Ensure weekly contact is made and recorded with each COUNTY referred client during the first four (4) weeks of program participation.
- xi. Ensure monthly contact is made and recorded with each COUNTY referred client participating in and complying with their housing plan.
- xii. Ensure each client contact is used to determine the client's needs, satisfaction with their housing situation, and progress toward their housing plan.
- xiii. Ensure that an electronic copy of a weekly client status report is sent to COUNTY Home Safe management and staff.
- xiv. Ensure that each subsidized temporary and permanent housing arrangement is safe, clean, affordable, and desired by the client.
- xv. Immediately report to COUNTY, within one (1) business day if the client misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure email.
  - 1. COUNTY shall assist in obtaining additional contact information and supporting the client's completion of the intake and assessment as needed.
  - 2. Make a minimum of three (3) attempts to contact a client that misses a scheduled intake and assessment or appointment during the scheduled time.
  - 3. Reschedule clients that respond to the contact attempts to attend the appointment within three (3) days of the successful contact, barring client's unavailability.
- xvi. Provide support to COUNTY referred clients, in collaboration and communication with COUNTY Home Safe staff, to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly contacts.
- xvii. Provide bi-lingual (English/Spanish) housing stabilization and navigation services either directly or through the use of an interpreter.
- xviii. Identify the housing barriers of each COUNTY referred client and make recommendations to the client/authorized representative on how to assist in removing the barriers.
- xix. Contact each newly housed client within three (3) business days of the first day of the client's move-in date to ensure the client is satisfied and has their basic housing needs met.
- xx. Close CONTRACTOR's housing services when directed by COUNTY and complete the Case Closure process.
- xxi. Record the service closure in the service provider's secure program database, indicating the service end date and appropriate final outcome.
- xxii. Respond using secure email to COUNTY inquiries about client progress within two (2) business days.

## I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

### I.1. Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate, at a minimum, within five (5) working days to:

- i. Respond to any inquiries from CONTRACTOR regarding a referral, placement, or direct financial assistance payment.
- ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- a. Be available for monthly and as needed meetings with CONTRACTOR.
- b. Ensure collaboration between APS Home Safe staff and CONTRACTOR by reviewing processes, managing forms, and updating policies and procedures as needed.

#### I.2 Tracking and Reporting

- a. Provide CONTRACTOR access to the secure Statio database for entry of client information, Home Safe assessments, interventions, contacts, and other information required for state mandated reports.
- b. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of state mandated reports.
- c. Report to CDSS as required regarding Home Safe expenditures, program participation and updates.
- d. Act as the primary program contact with state level program administrator and ensure program reporting requirements and other requirements are met.
- e. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

#### I.3 Case Management

- a. Provide staff and ongoing APS case management services for Home Safe clients to address other needs outside of housing and homelessness prevention and to coordinate Home Safe services with CONTRACTOR.
- b. Document Home Safe client information, contacts, interventions, and other information in the Statio database.
- c. Meet and communicate regularly with CONTRACTOR Home Safe staff and review CONTRACTOR updates in Statio database to support coordination of Home Safe services and case management oversight.

### J. DATA REPORTING INSTRUCTIONS AND SUBMISSION

- J.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, all data elements required by the CDSS Home Safe data report. Report structure will be determined by CONTRACTOR and COUNTY.
- J.2 Reports shall be submitted electronically to the Contract Monitor no later than the 10<sup>th</sup> day of the month following the month in which services are delivered.

### K. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of **Exhibit BB** of this Agreement, PAYMENT CONDITIONS.

- K.1 The maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed one million nine hundred nineteen dollars (\$1,000,919) as detailed in **Exhibit CC**, Budget.
- K.2 The COUNTY agrees to accept multiple invoices within a month on the form set forth in Exhibit D-1, D-2 and **DD-3**, from the CONTRACTOR.
  - a. Invoices shall contain original signature of the person authorized to submit claims for payment;

- b. Administrative Costs and Financial Assistance shall be submitted monthly, by the 10th day of the following month in which services were performed. A detailed report of the financial assistance needs to accompany the invoice.
- c. TRAINING / TRAVEL Reimbursement: COUNTY and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).

K.3 CONTRACTOR shall mail all original signed invoices to:  
Monterey County Department of Social Services  
Attn. Travis Beye  
730 La Guardia Street  
Salinas, CA 93905

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, D-2 and DD-3**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures) and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov](http://www.irs.gov).

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

**EXHIBIT BB**

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

**EXHIBIT BB**

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of

clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

#### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and

regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## V. ADDITIONAL REQUIREMENTS

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
  - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

## VI. CONTRACT ADMINISTRATORS

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Judy Cabrera** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**6.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

## VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VIII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**EXHIBIT CC**

Organization Name: Central Coast Center for Independent Living (CCCIL)  
 Funder Name: Monterey County Home Safe  
 Term: May 10, 2023 to June 30, 2025

DESCRIPTION	Budget 5/10/23-6/30/23	Budget 7/01/23-6/30/24	Budget 7/01/24-6/30/25	Total Budget 5/10/23-6/30/25
General Office Supplies	\$ -	\$ -	\$ 2,505.00	\$ 2,505.00
Travel/Mileage*/Per Diem	\$ -	\$ 508.81	\$ 4,125.00	\$ 4,633.81
Trainings/Meetings	\$ -	\$ -	\$ 375.00	\$ 375.00
Database/Software Licensing	\$ -	\$ -	\$ 500.00	\$ 500.00
Occupancy/Rent	\$ -	\$ 7,912.19	\$ 17,235.00	\$ 25,147.19
Indirect Expenses	\$ -	\$ 5,499.39	\$ 10,233.30	\$ 15,732.69
<b>TOTAL ADMIN</b>	\$ -	\$ 13,920.39	\$ 34,973.30	\$ 48,893.69
Case Manager (100% FTE)	\$ -	\$ 69,390.56	\$ 77,925.00	\$ 147,315.56
Case Manager (80% FTE)	\$ -	\$ 13,328.30	\$ 57,500.00	\$ 70,828.30
<b>TOTAL HOUSING RELATED CM</b>	\$ -	\$ 82,718.86	\$ 135,425.00	\$ 218,143.86
Direct Financial Assistance - At Risk of Homelessness	\$ -	\$ 109,891.88	\$ 126,409.48	\$ 236,301.36
Direct Financial Assistance - Experiencing Homelessness	\$ -	\$ 180,217.44	\$ 317,362.65	\$ 497,580.09
<b>TOTAL FINANCIAL ASSISTANCE</b>	\$ -	\$ 290,109.32	\$ 443,772.13	\$ 733,881.45
<b>TOTAL</b>	\$ -	\$ 386,748.57	\$ 614,170.43	\$ 1,000,919.00

Includes:  
 Rental Assistance or Mortgage Payments  
 Rental Arrears  
 Application Fees  
 Security Deposits / First and Last Month's Rent  
 Utility Payments & Deposit  
 Assistive Technology  
 Housing Cleanup, Rehabilitation, and Modification Costs  
 Interim Housing including Hotel/Motel stays  
 Household items, furniture, and/or appliances  
 Transportation vouchers  
 Moving costs  
 Credit Repair and Legal Services

\*CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". See Exhibit B, Section 1.03(b).

**Monterey County Department of Social Services  
Monthly Report of Expenditures 2024-25**

Name of Agency: Central Coast Center for Independent Living  
Program Name: Home Safe

Report Month: \_\_\_\_\_ Invoice #: \_\_\_\_\_

CATEGORY	BUDGET AMOUNT 7/01/24-06/30/25	GRANT EXPENSES	TOTAL EXPENSES TO DATE	GRANT BALANCE
GENERAL OFFICE SUPPLIES	\$ 2,505.00			\$ 2,505.00
TRAVEL MILEAGE/PER DIEM	\$ 4,125.00			\$ 4,125.00
TRAINING/MEETINGS	\$ 375.00			\$ 375.00
DATABASE/SOFTWARE LICENSING	\$ 500.00			\$ 500.00
OCCUPANCY/RENT	\$ 17,235.00			\$ 17,235.00
INDIRECT EXPENSES	\$ 10,233.30			\$ 10,233.30
CASE MANAGER (1.0 FTE)	\$ 77,925.00			\$ 77,925.00
CASE MANAGER (0.8 FTE)	\$ 57,500.00			\$ 57,500.00
HOUSING RELATED FINANCIAL ASSISTANCE- AT RISK OF HOMELESSNESS	\$ 126,409.48			\$ 126,409.48
HOUSING RELATED FINANCIAL ASSISTANCE- EXPERIENCING HOMELESSNESS	\$ 317,362.65			\$ 317,362.65
<b>TOTAL</b>	<b>\$ 614,170.43</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 614,170.43</b>

Amount Reimbursed \$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

**CERTIFICATION**

Agency Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

DSS Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_